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HARDING COMPANY 13465 Midway Road, Suite 400 Dallas, Texas 75244

Submitter: HARDING COMPANY

SUZANNE HENDERSÖN TARRANT COUNTY GLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD:

ELECTRONICALLY RECORDED BY SIMPLIFILE			
y:	CHICAGO	Lee, Berna Dean, a married woman dealing in her sole and sep prop	

ANY PROVISION WHICH RESTRICTS THE SALE, BENTAL OR USE OF THE DESCRIBED REAL PROPERTY BEGAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid-Up With 640 Acres Pooling Provision

ICode:13817

PAID-UP OIL AND GAS LEASE

(No Surface Use)

THIS LEASE AGREEMENT is made this day of least 1009, by and between Berna Dean Lee, a married woman dealing in her sole and separate property whose address is 1601 Regal Oaks Southlake, Texas 76092, as Lessor, and CHESAPEAKE EXPLORATION, L.L.C., an Oldahoma limited liability company, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0486, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land hereinafter called lesseet members.

land, hereinafter called leased premises:

See attached Exhibit "A" for Land Description

In the County of Tarrant, State of TEXAS, containing 7.585 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 3 (three) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and seved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons

the amount of any shab-in organize hereander, the number of gross acres above specified shall be deemed correct, whether actually more or less, and the in or core for a printing user from 18 dates are part from 18 dates and or set or other substances covered horizon per produced in paying quantities from the lessed premises of trom lands posed thereoff, and for as long thereoff and or per control printing and the produced in paying quantities from the lessed premises of trom lands posed thereoff, and on other legal whether the produced and send between the part of the part of

of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee or until Lessoe has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessoe has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessoe has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons or to their credit in the depository, either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter aising with respect to the transferred interest shall not affect the rights of Lessee with respect to the transferred interest and interest shall not affect the rights of Lessee with respect to any interest not so transferred. It Lessee transfers a full or undivided interest in this lesse then held by each.

9. Lessee may, at any time and from

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- 10. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized herewith, in primary and/or enhanced recovery, Leasee shall have the fight of ingress and egress along with the right to conduct such operations on the leased premises as may be reasonably necessary for such purposes, including but not limited to geophytical operations, the chilling of well control to a such particulars, the chilling of well and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, specific and telephone lines, power stations, and other facilities decented hecessary by Leasee to discover, produce, tanks, water wells, disposal wells, rejection wells, pits, electric and telephone lines, power stations, and other facilities decented hecessary by Leasee to discover, produce, accept water from Leaser's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled therewith, the ancillary rights granted breath shall apply (a) to the entire leased premises described in Pragraganh 1 above, notwithstanding any partial ease or other partial termination of this lease; and (b) to any other lands in which Leason's own or hereafter has authority to grant such rights in the vicinity of the leased premises or lands pooled therewith, the ancillary rights granted premises or lands and used by Lease hereunder, without Leaser's consent, and Leasee shall put pris topicines below ordinary flow ordinary development and the production of the partial state of the production of the partial state of the production of the partial state of the

- 17. Lessor, and their successors and assigns, hereby grants Lessee an option to extend the primary term of this lease for an additional period of <u>2 (two)</u> years from of the primary term by paying or tendering to Lessor prior to the end of the primary term the same bonus consideration, terms and conditions as granted for this lease.

 18. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Leasor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessoe has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's s, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSON (WHE THEN ONE ON MONE)	
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Berna Dean Lee	
Lesso /	
*CK#UM	VLEDGMENT
STATE OF TEXAS	who 20 00, by Berna Dean Lee
JOHN B. PHILLIPS Notary Public, State of Texas My Commission Expires November 16, 2011	Notary Public, State of Texas Notary's name (printed): Notary's commission expires: Notary's commission expires:
STATE OF TEXAS	TLEDGMEN!
COUNTY OFday ofday of	. 20 . by
	Notary Public, State of Texas Notary's name (printed); Notary's commission expires;
	Towns of the second control.
STATE OF TEXAS	CKNOWLEDGMENT
COUNTY OF	, 20 , by of
aa corporation, on behalf of sa	id corporation.
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	· · · · · · · · · · · · · · · · · · ·
STATE OF TEXAS	3 INFORMATION
County of	
This instrument was filed for record on the day of recorded in Book Page, of the record	s of this office. 20, at o'clockM., and duly
	ByClerk (or Deputy)
	· · ·

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Exhibit "A" Land Description

From time to time Lessee may determine that some part or all of the Leased Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

7.585 acres total, more or less, described as the following two (2) tracts of land to wit:

Tract 2: 6.412 acres, more or less, situated in the S. Richardson Survey, A-1266, Tarrant County, Texas, and being Lot 1, Block 5 of Ember Oaks Addition, Phase III, an addition to the City of North Richland Hills, Tarrant County, Texas, according to the Plat recorded in Cabinet A, Slide 8363, of the Plat Records, Tarrant County, Texas, and being further described in that certain Mineral Deed filed for record on 121112009, as Instrument # 1209 323 1032 of the Official Records of Tarrant County, Texas.

ID: 12736-2-1,12736-5-1

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ADDENDUM

Market Enhancement Royalty Clause. It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. However, in no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

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